

SECRET
(When Filled In)

File 12
24

PRECONTRACT APPROVAL RECORD (PART ONE)	CONTRACTOR The Perkin-Elmer Corp.		CONTROL NO. OSA-1162-67
	CONTRACT NO. CH-900		AMENDMENT NO. Copy 2 of 2
	Task Order No. 4 FINAL SETTLEMENT		17 Mar 67
<p>THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.</p>			
TYPE OF CONTRACT			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> L.I.</div> <div style="width: 50%;"><input type="checkbox"/> F.P. REDETERM</div> <div style="width: 50%;"><input type="checkbox"/> CPIF</div> <div style="width: 50%;"><input type="checkbox"/> TECH REP</div> <div style="width: 50%;"><input type="checkbox"/> DEFINITIZED</div> <div style="width: 50%;"><input type="checkbox"/> FPIP</div> <div style="width: 50%;"><input type="checkbox"/> T&M</div> <div style="width: 50%;"><input type="checkbox"/> FISCAL YEAR</div> <div style="width: 50%;"><input type="checkbox"/> F.P.</div> <div style="width: 50%;"><input checked="" type="checkbox"/> CPFF</div> <div style="width: 50%;"><input type="checkbox"/> CALL TYPE</div> </div>			
FINANCIAL DATA			
CONTRACT VALUE \$ 40,097.	PREVIOUS OBLIGATION - PRIOR FY \$ 40,995.	PREVIOUS OBLIGATION - CURRENT FY \$ 0	
OBLIGATION BY THIS DOCUMENT			
DESCRIPTION, PROGRAM OR LINE ITEM	FISCAL YEAR 1965	PROJECT	AMOUNT \$ (898) Cr.
TOTAL THIS OBLIGATION			\$ (898) Cr.
CONTINGENT UPON AVAILABILITY OF FUNDS			
EXPOSURE LIABILITY			
RATE	DATE	RATE	DATE
CPFF O/H RATES FIXED THRU		PRICING FORMULA FIXED THRU	
T&M RATES FIXED THRU		TECH REP RATES FIXED THRU	
NEGOTIATOR APPROVAL		CD RECORDATION	
DATE 3-17-67		DATE 3-17-67	
PRECONTRACT CONCURRENCES			
UNIT	TYPED NAME	SIGNATURE	DATE
CONTRACTING OFFICER		SIGNED	3-30-67
BUDGET & FINANCE			5-9-67
GENERAL COUNSEL			5-11-67
TECHNICAL REPRESENTATIVE			
TECHNICAL REPRESENTATIVE			
CONTRACT SIGNATURE (Contracting Officer)		DATE	DATE DISTRIBUTED
			11 MAY 1967 <i>MR</i>

FORM 11-63 2167

SECRET

GROUP 1
Excluded from automatic
downgrading and
declassification

(12)

SECRET

PRECONTRACT APPROVAL RECORD (PART TWO)	CONTRACT								
<p>The services and equipment being procured by this Contract No. CH-900, T.O. #4 are in furtherance of the National Defense Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.</p> <p>Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956</p>									
<p>amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.</p>									
<p>The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:</p> <p>Task Order No. 4 provided for a study of a satellite-borne photographic reconnaissance system in connection with the Program.</p>									
<p>The final cost and property audit of the task order has been completed and a report thereof has been submitted to CMD. The Auditor has recommended for acceptance total cost in the amount of \$35,712. This cost together with the approved fixed-fee of \$3,385 results in a final contract price of \$40,097.</p>									
<p>In connection with this settlement there are attached the following documents:</p> <p>Audit Report OSA-0274-67 Contractor's Release Contractor's Assignment of Refunds, Rebates, Credits and other amounts.</p>									
<p>All work and services required under the task order have been satisfactorily performed. There is no residual inventory under the contract. No GFE was supplied to the contractor for use in the performance of the task order. No inventions were conceived or reduced to practice in the performance of the subject task order.</p>									
<table border="1"> <tr> <td>Proj</td> <td></td> </tr> <tr> <td>Code</td> <td>5761-1041</td> </tr> <tr> <td>UOR</td> <td>41 00 12 04</td> </tr> <tr> <td>Ant</td> <td>(4 898.00)</td> </tr> </table>		Proj		Code	5761-1041	UOR	41 00 12 04	Ant	(4 898.00)
Proj									
Code	5761-1041								
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FORM 2167a
11-63

SECRET

GROUP 1
Excluded from automatic
downgrading and
declassification

(12)

109
OSA-0274-67
#A-67-8-16

REPLY TO:
Audit Liaison Office
P.O. Box 8155
S.W. Station
Washington, D.C. 20024

16 January 1967

SUBJECT: Advisory Report of Final Audit
Perkin-Elmer Corporation
Norwalk, Connecticut
CPFF Contract No. GH-900
Task No. 4

TO : Contracting Officer

1. This is the final audit report on costs incurred in performance of the Task. Work commenced in June 1964 and was physically completed in September 1964.

2. The results of audit are as follows:

	<u>Cost</u>	<u>Fee</u>	<u>Total</u>
Contract Amount	\$37,610	\$3,385	\$40,995
Amount claimed on preliminary final voucher	\$37,150	\$3,385	\$40,535
Less: Audit disallowances voluntarily deleted by contractor	438	-	438
Final amount claimed, audited, and approved	\$36,712	\$3,385	\$40,097

Allowable costs were based on ASFR, Section XV, Part II and other contractual terms.

3. No credits are known to be due or anticipated.
4. There is no residual inventory under the contract.
5. Attached are final credit voucher #3 of \$689, Release and Assignment of Refunds, Rebates and Credits.

STAT

DCAA Representative - APL



The **Perkin-Elmer Corporation**
 MAIN AVENUE — TELEPHONE VICTOR 7-0411
 NORWALK, CONNECTICUT

No. 20406

07-001-38350

STAT ISSUED TO:

SPECIAL PROJECTS

12/19/66

DATE REC'D	R. R. NO.	S. R. NO.	DATE ENTERED	OUR ORDER NO.	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE
				26450			
ITEM	QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT	TOTAL
		<u>FINAL INVOICE</u>					
	JUNE 1964	DIRECT COSTS					\$30,741.00
	TO	ADMINISTRATIVE AND IR&D EXPENSE					5,971.00
	SEPT. 1964	TOTAL COSTS					36,712.00
		FIXED FEE					3,385.00
		TOTAL					40,097.00
		LESS: AMOUNT PREVIOUSLY BILLED ON VOUCHERS					40,786.00
		1 & 2					
		NET AMOUNT OF CREDIT			(21320)		\$ 689.00

NOTE: CLAIMS FOR SHORTAGE MUST BE MADE WITHIN FIVE DAYS FROM RECEIPT OF GOODS. GOODS WILL NOT BE ACCEPTED FOR CREDIT AFTER 30 DAYS FROM DATE OF INVOICE.

DUPLICATE

CONTRACTOR'S RELEASE

Contract No. CH-900 Task 4

Pursuant to the terms of Contract No. CH-900, Task No. 4 and in consideration of the sum of Forty Thousand and Ninety-Seven and 00/100 Dollars (\$ 40,097.00) which has been or is to be paid under the said contract to THE PERKIN-ELMER CORPORATION, MAIN AVENUE, NORWALK, CONNECTICUT, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release of the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 19TH. day of December 1966

THE PERKIN-ELMER CORPORATION
Robert C. Perry, Treasurer

CERTIFICATE

I, [redacted], certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing release; that [redacted] who signed said release on behalf of the Contractor was then Treasurer of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

THE PERKIN-ELMER CORPORATION
[redacted]
Assistant Secretary

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,
CREDITS, AND OTHER AMOUNTS

Contract No. CH-900 Task 4

Pursuant to the terms of Contract No. CH-900, Task No. 4 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder THE PERKIN-ELMER CORPORATION, NORWALK, CONNECTICUT, (hereinafter called the contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the checks (made payable to the treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it any hearing, trial, or other proceeding, arising out of such claim or suit.

STAT of IN WITNESS WHEREOF, this assignment has been executed this 19TH. day
of December 1966.

THE PERKIN-ELMER CORPORATION
Robert C. Perry, Treasurer

CERTIFICATE

STAT I, , STAT certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing assignment; who signed said assignment on behalf of the Contractor was then Treasurer of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

STAT
THE PERKIN-ELMER CORPORATION
Assistant Secretary

(CORPORATE SEAL)

PERKIN-ELMER
NORWALK, CONNECTICUT
ELECTRO-OPTICAL DIVISION

SCHEDULE OF CHARGES

CLAIMED UNDER PRIME CONTRACT NO.	FROM INCEPTION TO	PURCHASE ORDER NO.	P-E S.O. NO.	VOUCHER NO.
UNKNOWN	25 SEPT. 1964	N/A	26450	3

FUNDING LIMITATIONS \$ 40,995.00
ESTIMATED COST \$ 37,610.00

CHARGES

			CURRENT	TO DATE
DIRECT MATERIALS			\$	\$ 4.00
OTHER DIRECT CHARGES:	CURRENT HOURS	CUMULATIVE HOURS		
CONSULTING SERVICES				
PURCHASED TECHNICAL SERVICES				
TRAVEL AND SUBSISTANCE				106.00
OTHER EXPENSES				
TOTAL OTHER DIRECT CHARGES				106.00
DIRECT LABOR:				
ENGINEERING DEPT.				18,631.00
MANUFACTURING DEPT.			(8.00)	
OPTICAL COATING DEPT.				
QUALITY CONTROL DEPT.				
TOTAL OVERTIME PREMIUM				2.00
TOTAL DIRECT LABOR			(8.00)	18,633.00
DIRECT OVERHEAD	CURRENT HOURS	CUMULATIVE HOURS		
ENGINEERING DEPT.		2,408.5	(165.00)	11,998.00
MANUFACTURING DEPT.	(2.5)		(10.00)	
OPTICAL COATING DEPT.				
QUALITY CONTROL DEPT.				
TOTAL BILLED OVERHEAD	(2.5)	2,408.5	(175.00)	11,998.00
TOTAL DIRECT CHARGES			(183.00)	30,741.00
ADMINISTRATIVE AND IR & D EXPENSE (CURRENT RATE %)			(523.00)	5,971.00
TOTAL COST			(706.00)	36,712.00
CONTRACT COST RESERVES & ADJUSTMENTS:				
NET COST CLAIMED			(706.00)	36,712.00

FIXED FEE \$ 3,385.00
FIXED FEE EARNED 100.0 % COMPLETE 3,385.00
LESS: FEE PREVIOUSLY CLAIMED
MAXIMUM OF 85% PAYABLE

CONTRACT RESERVES:

17.00 3,385.00

TOTAL CLAIM SUBMITTED

\$ (689.00) \$ 40,097.00

CONTRACTOR'S CERTIFICATE

"I HEREBY CERTIFY THAT THE ABOVE BILL IS CORRECT, THAT PAYMENT THEREFORE HAS NOT BEEN RECEIVED, AND THAT THE BILL IS PRESENTED WITH THE KNOWLEDGE THAT THE AMOUNT PAID HEREUNDER WILL BECOME THE BASIS FOR CLAIM AGAINST THE UNITED STATES GOVERNMENT."

DIVISION